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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92048732
Party	Defendant Ronald Beckenfeld
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Submission	Motion for Summary Judgment
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Date	03/19/2013
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## EXHIBIT D

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ALTVATER GESSLER-J.A. BACZEWSKI,  
GMBH, et al.,

Plaintiffs,

vs.

No. Cancellation  
92048732(TTAB)

RONALD BECKENFELD,

Defendant.

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DEPOSITION OF  
JOHN F. WILSON  
NONCONFIDENTIAL PORTION

November 18, 2011  
10:49 a.m.

1875 Century Park East  
Suite 500  
Los Angeles, California

Martin Spee, CSR 10303



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1 Incorporated.

2 Q. Where is Mutual Wholesale Incorporated  
3 located?

4 A. They're located in the city of Vernon.  
5 Do you need the actual street address? City of  
6 Vernon, V-E-R-N-O-N, Los Angeles.

7 Q. The actual address?

8 A. 4510 South Boyle, B-O-Y-L-E, Avenue,  
9 Los Angeles, 90058.

10 Q. Is Vernon a neighborhood in  
11 Los Angeles?

12 A. It's an incorporated city within the  
13 Los Angeles County confines.

14 Q. What is the business of Mutual?

15 A. We're importers, marketers and  
16 distributors of alcoholic beverages.

17 Q. Is Mutual the same company as a  
18 company known as International Import Export?

19 A. Yes.

20 Q. Is International Import Export a dba?

21 A. It's a dba, yes.

22 Q. For purposes of this deposition, I'll  
23 refer to the company simply as Mutual. Is that  
24 fine?

25 A. That's fine.



1 have a meeting of the powers, so to speak, to see if  
2 we can iron out this situation and make -- and  
3 everybody recognize what the perspective of the  
4 agreement called for.

5 As far as I was concerned, Altvater Gessler  
6 was a supplier, not an owner of the product.

7 Q. Turning back to the trademark  
8 application which is shown in Exhibit 12, it  
9 included a date of first use of the mark in  
10 connection with Monopolowa Vodka in the U.S. since  
11 at least as early as November 1972. Do you know who  
12 designated that date, Mr. Wilson?

13 A. Well, it must have been information  
14 that was supplied by me because, otherwise, the  
15 attorneys -- well, I think that possibly I was a  
16 contributor and gave that inform to the attorney.

17 Q. Do you know why you selected November  
18 1972 as the date of first use?

19 A. Well, I may have gotten the  
20 information from federal label approvals.

21 Q. Do you have any other reason to cause  
22 you to believe, or cause you to figure out why you  
23 identified 1972 as the date of first use?

24 A. Unless there was some information in  
25 the Mutual records identified a purchase at that



1 help him to fax back the document.

2 Q. How old was Elek Gessler at the time  
3 of the 1992 agreement?

4 A. I don't know. I don't know. He was  
5 getting up in age, but again I could not make a  
6 guess as to how old he was.

7 Q. And do you personally have any legal  
8 training?

9 A. Not really.

10 Q. Not really or no?

11 A. No, I have no -- I mean, apart from  
12 whatever business law that in my academic learning,  
13 or in my business experience, I'm not really -- I  
14 don't profess to have legal knowledge.

15 Q. Why do you think that Elek Gessler  
16 agreed to transfer any trademark rights to Mutual at  
17 the time of the 1992 letter?

18 A. Well, it was my understanding that  
19 Mr. Gessler was having a problem and continuing with  
20 the supply of Monopolowa Vodka. And it was  
21 explained to me that one of the reasons that he was  
22 having this problem is that he didn't have the  
23 financing to involve a actual bottler or producer of  
24 the product. He was merely a middleman.

25 He said it was his brand but he wasn't doing



1 the bottling, and so he had to involve a processor,  
2 and being able to supply whatever we were ordering.  
3 And apparently, he had struggled with the fact that  
4 we had been paying him for the product, which  
5 included whatever he had agreed to pay the actual  
6 bottler.

7 But apparently he wasn't -- and again, I  
8 don't know the whole story. I'm only going on  
9 recollection. Apparently, the money was not getting  
10 back to the bottler quick enough to whereby the  
11 bottler would quickly respond to future orders.

12 And so I think that he -- because he knew  
13 Mickey Beckenfeld had no trouble in financing things  
14 such as this, that he perhaps he -- Mickey could be  
15 the panacea in the situation and supply the funds to  
16 allow the continuation of the flow of the product.

17 Well, obviously, Mickey thought, well, what's  
18 in this for me? If I'm going to finance the deal,  
19 what do I get out of it? And I think that that's  
20 what precipitated the arrangement to whereby, one,  
21 Mickey -- why would Mickey, who had no interest in  
22 the product, agree to finance it?

23 Q. What was the quid pro quo for Elek  
24 Gessler?

25 A. Well, I mean, it would allow him to



1 Q. Why did you stipulate for payment of  
2 \$1?

3 A. Because that's what I was told was the  
4 part of the arrangement.

5 Q. Who told you that?

6 A. Mickey.

7 Q. What exactly did Mickey tell you  
8 following his telephone conversation with Elek  
9 Gessler on August 27, 1992?

10 A. He explained to me -- we were -- prior  
11 to his communication with Mr. Gessler, Mr. Elek  
12 Gessler, our concern was the lack of continuity of  
13 supply. So obviously on that particular day a  
14 communication took place between Mickey and Mr. Elek  
15 Gessler and this is what came out of the -- this was  
16 a result of the conversation -- I mean, of the  
17 conversation.

18 And, one, I'm having to assume that Mickey  
19 was expressing his concern on the lack of flow, and  
20 then Mr. Gessler, Elek Gessler would explain to him  
21 the reason why. And between them they came up with  
22 this agreement.

23 Q. Why didn't they just come up with a  
24 distribution arrangement between them or some kind  
25 of financial arrangement? Why involve the





## REPORTER'S CERTIFICATION

I, Martin Spee, a Certified Shorthand Reporter  
in and for the State of California, do hereby  
certify:

that the foregoing witness was by me duly  
sworn; that the deposition was then taken before me  
at the time and place herein set forth; that the  
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IN WITNESS WHEREOF, I have subscribed my name  
this 27th day of November, 2011.

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Martin Spee, CSR No. 10303



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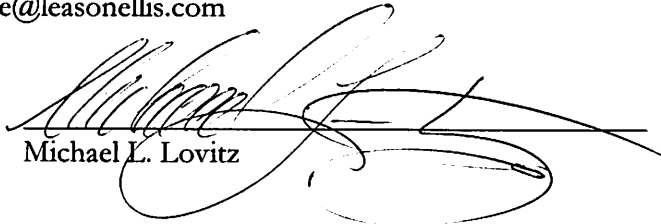
I, Michael L. Lovitz, hereby certify on this 18<sup>th</sup> day of March, 2013, that a true and correct copy of the following documents were served upon correspondent of record by e-mail, per agreement of the parties:

- RESPONDENT'S MOTION FOR SUMMARY JUDGMENT
- MOTION TO SUSPEND

at the following address:

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Michael L. Lovitz